

93 RF 0502

EG&G ROCKY FLATS

EG&G ROCKY FLATS, INC
ROCKY FLATS PLANT, P O BOX 464, GOLDEN COLORADO 80402 0464 • (303) 966 7000

January 13, 1993

Frank Walker
AP Colorado Inc
1775 Sherman Street, Suite 1795
Denver, CO 80203

USE AGREEMENT FOR OFFSITE SAMPLING - MG-003-93

Dear Frank

As discussed in our telephone conversation, I am requesting access to AP Colorado Inc property on behalf of the Department of Energy/Rocky Flats Office (DOE/RFO) to obtain a small soil sample to support an environmental study that is currently being conducted. A soil sample from this property would help support this investigation by DOE in conjunction with the Environmental Protection Agency (EPA) and the Colorado Department of Health (CDH). This environmental study has been developed over the past year by DOE, EG&G, EPA and CDH with input from Jefferson and Boulder Counties and local cities representatives.

This letter is a request for access with enclosures that describe general information on the sampling activities, a map showing the proposed sampling location, and a Use Agreement for signature. After reviewing this Use Agreement, modifications can be made to address specific concerns. If the Use Agreement is to your satisfaction, please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials, I will return one copy for your files.

If you should have further questions, please feel free to call me at 966-8557

Sincerely,

M. Guillaume, OU 3 Manager
Remediation Programs Division

dmf

Enclosures
As Stated

cc
Administrative Record

Best Available Copy

ADMIN RECCRD
SW-A-003950

4/26 - sold property to 000048571
Skip Nostrand
436-1300
- called - will call back
- Steve Gittelman - says Fine?

Gittelman Properties 93-RF-0502
represents - UAC Properties - 4 months to closing

4/30 - called Frank left message
5/3 - under contract - will get Gittelman signatures

5/17 - called left message

1/27 called - Frank out of town this week
2/19 called - he will check (internal lower rain)
call back Monday
3/8 called left message
3/22 - Frank out of town until Friday
3/1
4/5 Wed, Thur Fri in office
4/7 property under contract - need to get permission from new owner
4/14 called left message

DIST	LTR	INC
BENJAMIN A		
BERMAN H S		
BRANCH D B		
CARNIVAL G J		
COPP R D		
DAVIS J G		
FERRERA D W		
HANNI B J		
HARMAN L K		
HEALY T J		
HILBIG J G		
IDEKER E H		
KERSH J M		
KIRBY W A		
KUESTER A W		
LEE E M		
MANN H P		
MARX G E		
MCDONALD M M		
MCKENNA F G		
MONTROSE J K		
MORGAN R V		
POTTER G L		
PIZZUTO V M		
RILEY J H		
SANDLIN N B		
SHEPHERD R L		
STEWART D L		
SULLIVAN M T		
SWANSON F B		
WILKINSON R B		
WILSON J M		
ZANE J O		

Smith T A
Baker M S
Guillaume M X

CORRES CONTROL x x
Admin Rec X
ERM Track'g

CLASSIFICATION

UCNI
UNCLASSIFIED
CONFIDENTIAL
SECRET

AUTHORIZED CLASSIFIER
SIGNATURE
DOCUMENT CLASSIFICATION
REVIEW WAIVER PER
CLASSIFICATION OFFICE

IN REPLY TO RFP CC NO

ACTION ITEM STATUS

☐ OPEN ☐ CLOSED

☐ PARTIAL

LTR APPROVALS

15B: M S B
CRIG & TYPIST INITIALS

MG/dmf

27 JAN 1993 (REV 392)

1/13

AP Colorado Inc
1200 17th Street, Unit 9605
Denver, CO 80202

NO Listing

Marvin Pober & Co
John Oberly 571-1800

571-1851 FAX

Dear

As discussed in our telephone conversation, I am requesting access to your property on behalf of the Department of Energy-Rocky Flats Office (DOE) to obtain a small soil sample to support an environmental study that is currently being conducted. A soil sample from your property would help support this investigation by DOE in conjunction with the Environmental Protection Agency (EPA) and the Colorado Department of Health (CDH). This environmental study has been developed over the past year by DOE, EG&G, EPA and CDH with input from Jefferson and Boulder County and local cities representatives.

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If you should have further questions, please feel free to call me at 966-8557.

12/1 LEFT MESSAGE TO RETURN CALL - w/sec.

M. Guillaume, OU 3 Manager
Remediation Programs Division

cc
Administrative Record

12/21 - CALLED TALKED TO JOHN OBERLY OF
MARVIN POBER & CO - HE WILL CONTACT OWNER
AND DISCUSS IF HE OR OWNER WILL CALL BACK
TO NEGOTIATE

1/4 - JOHN SAYS THIS PARCEL IS NOT IN THEIR SYSTEM?
SENT HIM PROPERTY MAP TO VERIFY LOCATION - WILL
CALL TOMORROW

1/8 - OBTAINED AP OWNERS ADDRESS AND CONTACT
FRANK WALKER AP COLORADO INC
1775 SHERMAN ST SUITE 1795
DENVER 80203 837-2196
- SENT AGREEMENT 1/11/92

SUBSIDIARY OF
DENVER BRANCH OF
MELLON BANK

1/27 - CALLED LEFT MESSAGE

SE 1/4 OF NE 1/4 SEC 15
T2S, R69W
PART OF

FLG 1

①

6

29-142-03-016

S 89° 42' 50" W 6065'

TRACT 71 8

29-151-01-005

TRACT 81-A

TRALT

UNNUMBERED TR -'A'

State Hwy

Colorado

2064 - 215

Colorado State Hwy 121

Wadsworth
Parkway

A	R	D	E	N	S
---	---	---	---	---	---

MIN RTS.
1 = 94-001

TRACT 79-C

TRACT 78-A

- 82 A

004

POINT

G I

100 TH AURE

Avenue	(Woods Avenue)
--------	----------------

Adjoining 29-154

Admission 29-142

E 17

Building info
412-234-5995

(412)

BAYER USA -
→ 394-5500
Miles Inc →

Mon, Dec 21, 1992
Ref No 194949

Zerals Tract
 Subdivision 489800

48th Floor - Mellon Bank
→ John Brandstatter
→ 412-234-6323

Land Information	Assessor Values	Sales History	Previous Owner
Front	Land	202250	Price → Frank Walker
Depth	Improvmnt		→ 837-2196
Area 5	384635.00	LV+IV	202250
Land Use	1111	Exempt	91102498
Zoning	Taxable	58650	Prev Sale Date
Tax Area	0032		Date 910930
Assessment Year	1992	Taxes 92	4392.00
489800 - MANDALAY GARDENS	146		Transfer 44

Deed Type WARR
 1775 SHERMAN ST
 DSPA
 De 80203

Esc	f2							f10	^	v
									Up	Down
CANCEL	Lookup							EXIT	Item	Item



MARVIN F. POER & COMPANY

AD VALOREM TAX SERVICES

Facsimile Cover Sheet

To: MICHAEL GUILLAUME
Company: EG&G ROCKY FLATS
Phone: 966-8557
Fax: 966-8558

From: JOHN OBERLY
Company: MARVIN F. POER AND COMPANY
Phone: 303 571-1800
Fax: 303 571-1851

Date: 01/04/93
Pages including this
cover page: 2

Comments: MIKE, WE DID REPRESENT THIS PROPERTY FOR TRAMMELL CROW UNDER A DIFFERENT OWNERSHIP NAME. THE FOLLOWING PAGE IS A CURRENT LISTING FOR THE OWNER AP COLO. IF YOU NEED ANY FURTHER HELP GIVE A CALL. J.O.

labor Center 1200 17th Street Suite 960 Denver Colorado 80202 (303) 571-1800 Fax (303) 571-1851

Atlanta Boston Chicago Dallas Denver Ft. Lauderdale Houston Los Angeles Minneapolis New York Orlando Philadelphia Phoenix San Antonio Seattle Washington, D.C.

EG&G ROCKY FLATS

EG&G ROCKY FLATS, INC

ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

FAX TRANSMITTAL COVER SHEET

Date: 1/4/92

To: John Oberly

Organization: _____

FAX No: 571-1851

(FAX No: (303) 966-8556

From: Michael Guillaume
phone. 966-8557

Organization: Remediation Programs
Division

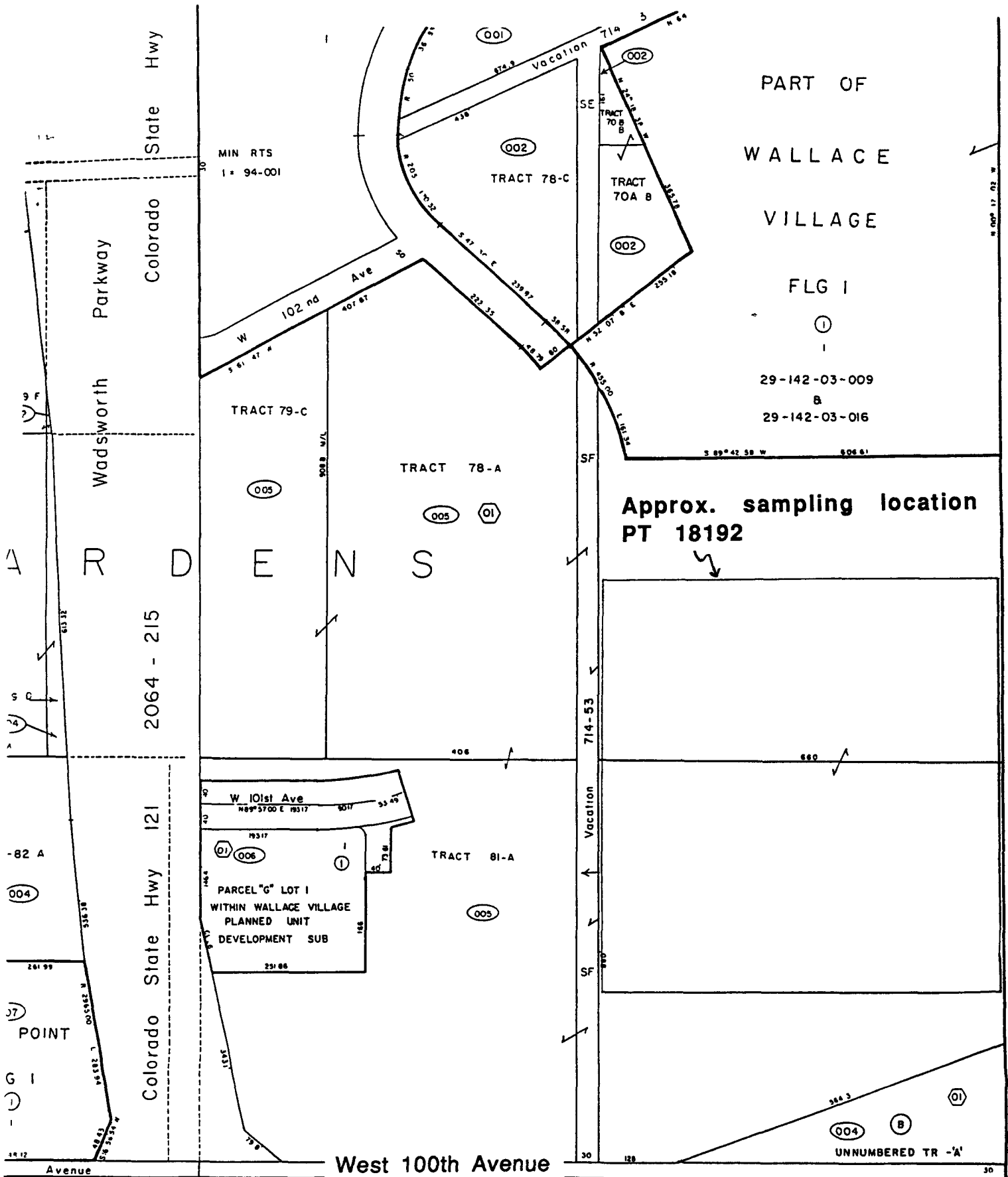
Comments:

John

Map ATTACHED AS discussed

Total pages (including cover sheet): _____

PARCEL ID # 29-151-01-005



Use Agreement No
U S Department of Energy
Interagency Agreement
OU 3 Offsite Program

USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and AP COLORADO INC. (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A,

NOW THEREFORE, it is agreed that

- 1 The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

8

Use Agreement No

abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors

- 2 The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- 4 The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for one year unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

Use Agreement No

- 5 Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor

- 6 The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement Such consent shall be evidenced by their signatures in the space provided on the signature page

Use Agreement No

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By _____

By _____

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

Rocky Flats Office
P O Box 928
Golden, Colorado
80402-0928

Date _____

Date _____

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By _____

Title _____

Date _____

Consented to

Names

Interest

Signature

Exhibit A: Map

SE 1/4 of NE 1/4 of Section 15

T.2S. R.69W.

Sampling Location: PT 18192

Owner: AP Colorado Inc.

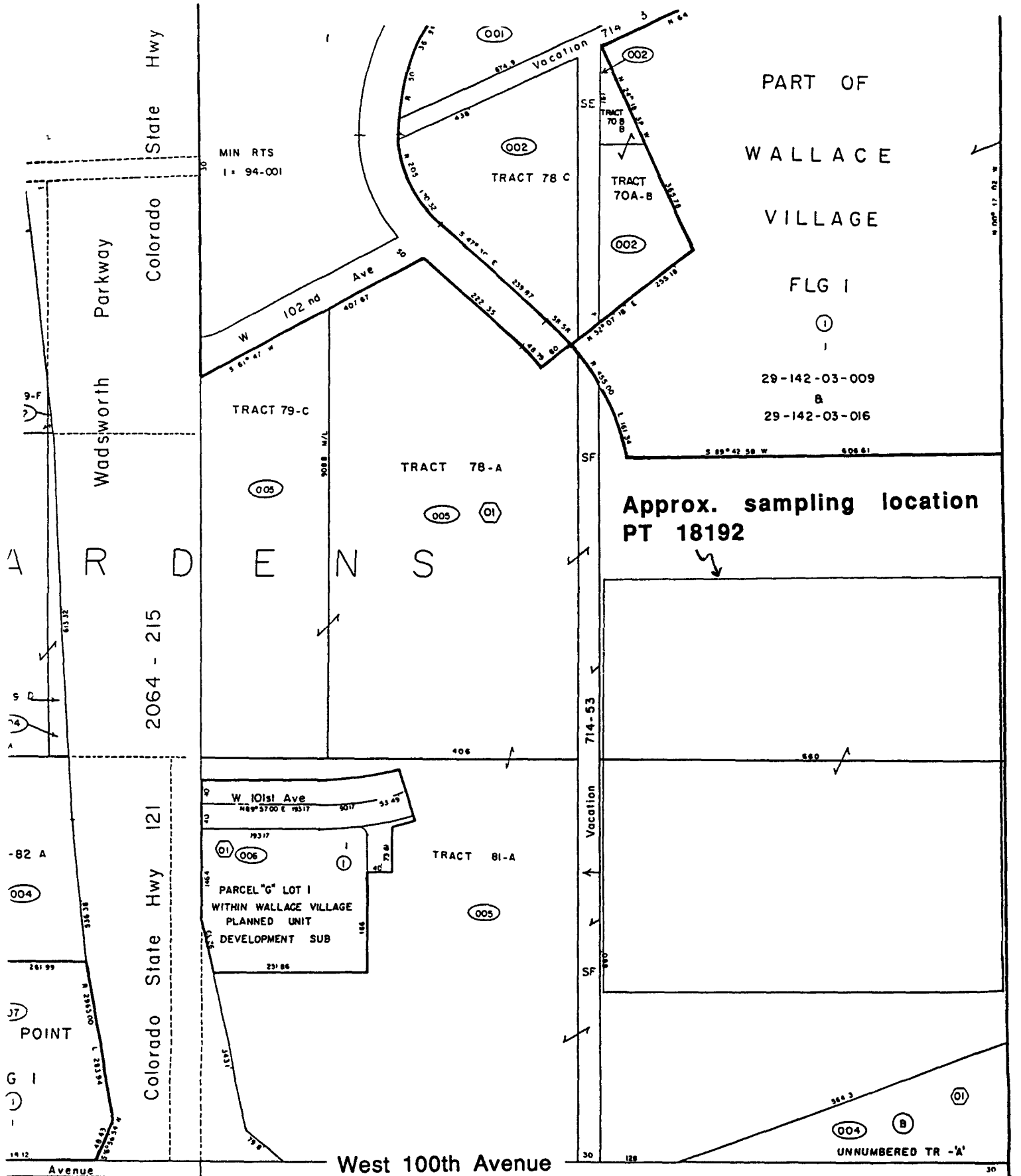


EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -AP Colorado Inc

Operable Unit 3 (OU 3) is defined as the area offsite from the Rocky Flats Plant. The planned OU 3 sampling activities are detailed in a Work Plan that outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH). This Work Plan is publicly available and information concerning the location of an available copy can be found by calling EG&G Community Relations at 966-2986.

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for one year to cover any follow up activities that may be required.

The map, attached to this correspondence, shows the location of sampling activity. The sample location will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect your property. OU 3 sampling activities on AP Colorado Inc property involve collection of surface soil sample. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The approximate ten acre plot location is shown on the Exhibit A map.